

## TERMS AND CONDITIONS

**Reservations and Payments** – A non-refundable deposit of \$1000.00 per person is required at the time of booking. Written confirmation will be provided upon receipt of deposit. Balance of payment will be due upon receipt of an invoice 90 days before departure. The tour price is based on exchange rates in effect as of April 24, 2024 and are subject to adjustment on the final invoice.

**Number of Guests** - A maximum of 20 guests per tour can be accommodated. A minimum of 16 guests are required to operate the tour at the quoted price. The purchase of non-refundable services outside of tour itinerary (such as airline tickets and travel insurance) before a minimum number of guests have registered is at the sole risk and expense of the guest. We advise you to check in with us prior to your purchase.

**Cancellations** – All cancellations must be made in writing. As noted, the trips confirmation is covered by guest's nonrefundable deposit of \$ 1000.00 per person. Final payment is due 90 days prior to departure and is also non-refundable unless a resold reservation becomes available to replace the space of the cancelling guest. If a guest cancels in writing within the deposit stages of the booking, we can refund if their reservation is resold, less the cost of any credit card fees if paid by card. Cancellations will only be considered for a refund when the resale value has been received by Sterling Tours LTD. If registration is proving to look insufficient to operate the tour by September 5, 2025 then we reserve the right to cancel the tour. We strongly recommend that you purchase appropriate cancellation insurance which is sold separately of Sterling Tours LTD services. We refer guests to Travel Guard for their travel insurance needs.

**Hotels** – Hotels are shown on your itinerary. Sterling Tours LTD reserves the right to change any hotel through any circumstance---the substitute will be of equal quality.

**Scheduled Activities** – Every effort will be made to provide such services as listed, but where unavoidable circumstances necessitate changes, the best substitute alternatives will be made at the discretion of Sterling Tours LTD, the local escort, and the ground operator without financial compensation to tour members. Some of the included gardens are privately owned and by special arrangement, for this reason they are also subject to change or substitute for conditions beyond our control.

**Service Fees & Taxes** – Today there are frequent service charges and taxes imposed by hotels, suppliers, and governments. These fees and taxes are included to the extent possible, but where pre-payments are not allowed for entrances, or meals, the amounts concerned must be paid locally by tour members. This information will be stated in the itinerary.

**Travel Documents** - A passport valid for at least 6 months after the last date of this tour is required for this trip.

**Baggage** – Sterling is not responsible for loss, theft, or damage to your baggage. Again your own personal travel insurance is strongly recommended to protect against loss. Guests are responsible for airline and government-imposed baggage regulations and fees.

**Exclusions** – Your arrangements exclude international airfare, passports, visas, excess baggage charges, items of a personal nature such as laundry, communication expenses, room service, meals not specified in your itinerary, optional sightseeing and other excursions, and any items not listed in your documents.

**Travel and Trip Cancellation Insurance** – We strongly recommend that you purchase Travel Insurance. We often refer clients to Travel Guard at <https://www.travelguard.com/> AND/ OR Allianz <https://www.allianztravelinsurance.com/> Your travel insurance is booked separate of Sterling Tours LTD services and your choice is your discretion. We do not handle travel insurance.

**Physical Capabilities** - The tour includes a SIGNIFICANT amount of walking, FREQUENT use of stairs and steeply sloped pathways on uneven or unpaved surfaces. Some of the places we will be visiting can only be seen on foot with no other access possible. Guests with limited mobility MUST consult Sterling Tours LTD prior to signing up for registration.

**Responsibility Clause – Sterling Tours – the “Operator”, CEO Michael Lee, planner Shannon Cummins,** the Escort from Pacific Horticulture, the Guide Amy Kupec Laure and/or their agents, act only as agents for the various companies involved in the provided services. They assume no responsibility or liability in connection with the service of any means of conveyance which may be used either whole or in part in the performance of its duty to the passenger. Likewise they will not be responsible for any act, error or omission or for any personal injury, damage, loss, accident, delay, irregularity or inconvenience which may be occasioned by reason of any defect in vehicles, or through any act, neglect or default, or any company or person engaged in carrying out the purpose for which tickets or coupons are issued, whether negligent or not, including, but not limited to, any act of God, terrorism or war. In the event it becomes necessary or advisable for the comfort or well-being of passengers, or for any reason whatsoever, to alter itinerary or arrangements, such alterations may be made without penalty to the Operator. The right is reserved to withdraw from any or all tours should conditions warrant, also to decline to accept or retain passengers as members of the tour. Legal proceedings against the Operator may be instituted only in a State or Federal Court within the County of San Diego, State of California, and any claim involved in such proceedings shall be decided in the County of San Diego, State of California. Any legal proceedings against the Operator must be commenced within one year following the date of tour completion. Neither the Operator, Michael Lee nor Planner Shannon Cummins, the Escort or Guide Amy Kupec Larue, nor Pacific Horticulture shall in any case be liable for compensatory damages and you hereby waive any right to punitive damages.

**Sterling Tours LTD**

A California Corporation

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Please sign that you have read and understand our **TERMS AND CONDITIONS** and return to us with your booking form.